



## Judicial Council of California Administrative Office of the Courts

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**TO:** Presiding Justices of the Courts of Appeal  
Presiding Judges of the Trial Courts  
Clerk of the Supreme Court  
Clerks of the Courts of Appeal  
Court Executive Officers and Trial Court Administrators  
Other Interested Persons and Organizations

**FROM:** Hon. Gail A. Andler, Chair  
Judicial Council Rules and Projects Committee  
Melissa Johnson, Assistant General Counsel  
Kenneth Kann, Supervising Attorney

**DATE:** January 28, 2003

**SUBJECT:** Invitations to Comment: Proposal for Changes to California Rules of Court, Effective March 1, 2003

**ACTION REQUIRED:** **Submit Comments to Proposal for Changes to Rules of Court**

**DEADLINE:** **5:00 p.m., Monday, February 10, 2003**

<b>SUBMIT</b>	<b>NAME:</b>	<b>ADDRESS:</b>	<b>FAX:</b>	<b>EMAIL:</b>
<b>COMMENTS TO:</b>	Romunda Price	AOC 455 Golden Gate Ave. SF, CA 94102	415 865-7664	romunda.price@ jud.ca.gov

Enclosed is a proposal for changes to the California Rules of Court.

The proposal is for comment only

The proposal has not been approved by the Judicial Council and is not intended to represent the views of the council or its Rules and Projects Committee. This proposal is circulated for comment purposes only. If the proposal is adopted by the council, the changes will become effective March 1, 2003. Please distribute the proposal to persons in your court or organization interested in commenting.

### Importance of the comment process

We encourage you to review the proposal carefully. The comment process is vitally important to the work of the Judicial Council. Proposals are frequently revised because of the comments received. Your comments will make a valuable contribution to the council's decision-making process.

### Submitting comments

All comments will be reviewed by an advisory committee or task force, which will make final recommendations to the Judicial Council's Rules and Projects Committee and to the full council in February. Comments received will become part of the public record of the council's action.

When reviewing the proposal and preparing your comments:

- Note that new language is underlined and language to be deleted is lined through in the new, amended, and repealed California Rules of Court.
- Include the *Response Form* for each proposal on which you are commenting (check either the "agree," "agree only if modified," or "do not agree" box)
- Write your comments for each proposal on the *Response Form* or directly on the proposal or in a letter (but if you do not comment directly on the *Response Form*, please be sure to include the proposal's *Response Form*)

Comments may also be submitted via the judicial branch Web site:

[www.courtinfo.ca.gov/invitationstocomment](http://www.courtinfo.ca.gov/invitationstocomment)

A copy of the proposal may also be viewed at this Web site. In addition, please note that the summary of the Judicial Council report and advisory committee chart with responses to all comments will be posted on the Web site by March 4, 2003.

We believe the comment process gives the courts and interested persons and organizations a systematic procedure for ensuring that proposed changes to rules standards, and forms receive proper consideration. We welcome your comments on this process as well as on the proposal itself.

***Circulation for comment does not imply endorsement by the Judicial Council or the Rules and Projects Committee. All comments will become part of the public record of the council's action.***

Enclosures

Title	Court Interpreter Employment: Bargaining Committees, Cross-Assignments, and Reporting the Use of Certified and Registered Contract Court Interpreters (adopt Cal. Rules of Court, rules 6.661 and 6.662 and amend rule 984.3)
Summary	Proposed rule 6.661 would enable the Judicial Council to establish Regional Court Interpreter Employment Relations Committees for the purpose of setting the terms and conditions of court interpreter employment under the Trial Court Interpreter Employment and Labor Relations Act. Proposed rule 6.662 would allow the council to establish procedures for the efficient cross-assignment of interpreters under Government Code section 71810. Amended rule 984.3 would require the courts to monitor their usage of certified and registered independent contract interpreters so as not to be in violation of Government Code section 71802.
Source	SB 371 Implementation Administrative Working Group
Staff	Shireen Advani, 415-865-7606 Margaret Jacobson, 415-865-4279
Discussion	<p><i>Rule 6.661. Regional Court Interpreter Employment Relations Committees.</i></p> <p>Government Code section 71807(a) and (b) requires the Judicial Council to adopt rules for the creation and operation of Regional Court Interpreter Employment Relations Committees to represent courts in four different regions of the state.<sup>1</sup> The committees are responsible for setting the terms and conditions for collective bargaining with recognized employee organizations under Government Code section 71801(g) and authorizing the regional representatives of the trial courts to bargain with recognized employee organizations.</p> <p>Under the proposed rule, the Court Executives of the courts select the members, and the members select the chair. The Regional Court Interpreter Employment Committees may also develop their own rules of procedure that best fit the unique characteristics of their regions.</p> <p>The rule would allow the Regional Court Interpreter Employment Relations Committees to set the terms and conditions of employment</p>

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<sup>1</sup> Region 1: Superior Courts of Los Angeles, Santa Barbara, and San Luis Obispo Counties. Region 2: Superior Courts in the First and Sixth Appellate Districts, except Solano County. Region 3: Superior Courts in the Third and Fifth Appellate Districts. Region 4: Superior Courts in the Fourth Appellate District.

before the May 1, 2003, statutory deadline by which the courts must begin accepting applications for employment from eligible court interpreters.

*Rule 6.662. Court Interpreter Cross-Assignments*

Government Code section 71810 requires the Judicial Council to adopt procedures to facilitate the efficient cross-assignment of court interpreters. This rule allows numerous courts to better use the scarce pool of qualified interpreters by establishing the interpreter's and the employing court's responsibilities and by establishing a procedure for scheduling cross-assignments. The scheduling procedure is based on the current practice of interpreter coordinators in the local courts in assigning independent contractors. Cross-assignment procedures should be in place before the courts begin accepting applications for employment from eligible court interpreters.

*Rule 984.3. Reports on appointments of noncertified interpreters in courts*

Rule 984.3 currently requires courts to report the use of noncertified and nonregistered interpreters. Government Code section 71802 requires the courts to offer employment to or cease the use of certified and registered independent contract interpreters if certain time thresholds are met. An amendment to rule 984.3 is necessary to assist the courts in tracking their use of certified and registered independent contract interpreters in order to be in compliance with Government Code section 71802.

The SB 371 Implementation Administrative Working Group and the Court Interpreters Advisory Panel believe that proposed rules 6.661 and 6.662 as well as amended rule 984.3 will fulfill the legislative intent of providing for an orderly transition from the trial courts' reliance on independent contractors to employees for court interpreter services.

Proposed rules 6.661 and 6.662, and amended rule 984.3 are attached, as well as relevant sections of the Trial Court Interpreter Employment and Labor Relations Act.

Rule 6.661 of the California Rules of Court is adopted, effective March 1, 2003, to read:

**Rule 6.661. Regional Court Interpreter Employment Relations Committees**

**(a) [Creation]** Government Code §§71807–71809 establishes four Regional Court Interpreter Employment Relations Committees. Each committee has the authority, within its region as defined under Government Code §71807 (a), to:

- (1) Set the rules and conditions of employment for court interpreters;
- (2) Set the rules and conditions for collective bargaining with recognized employee organizations as defined under Government Code section 71801(g); and
- (3) Act as the representative of the trial courts within the region in bargaining with recognized employee organizations.

**(b) [Membership]**

- (1) Prior to September 15, 2003 each Regional Court Interpreter Employment Relations Committee must consist of the following members:
  - (A) One representative from each court with at least one interpreter eligible to apply for a position as a court interpreter pro tempore under Government Code §71802, and
  - (B) A chair appointed by the representatives.
- (2) After September 15, 2003 each Regional Court Interpreter Employment committee must consist of the following members:
  - (A) One representative from each court with at least one interpreter employed as a court interpreter pro tempore as defined by Government Code §71805 and
  - (B) A chair appointed by the representatives.
- (3) The following regions are established by Government Code §71807:
  - (A) Region 1: Los Angeles, Santa Barbara, and San Luis Obispo Counties.

1                   (B) Region 2: Counties of the First and Sixth Appellate Districts, except  
2                   Solano County.

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4                   (C) Region 3: Counties of the Third and Fifth Appellate Districts.

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6                   (D) Region 4: Counties of the Fourth Appellate Districts.

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8                   (4) The Court Executive Officer of each court may appoint the court's  
9                   representative under rule 6.610, which authorizes the Court Executive  
10                  Officer, acting under the direction of the Presiding Judge, to oversee the  
11                  management and administration of the non-judicial operations of the court.

12  
13                  (5) Each Regional Court Interpreter Employment Relations Committee may  
14                  appoint a Chief Negotiator to bargain with recognized employee  
15                  organizations. The Chief Negotiator may be staff of the Administrative  
16                  Office of the Courts.

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18                  (c) [Rules of Procedure] Each Regional Court Interpreter Employment Relations  
19                  Committee may adopt its own rules of procedure, including the procedure of  
20                  selecting its chair, advisory members, and chief negotiator.

21  
22                  (d) [Voting]

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24                  (1) Prior to September 15, 2003 each representative of a trial court shall have  
25                  a number of votes equal to the number of interpreters eligible to apply for  
26                  positions as court interpreter pro tempore in that trial court as defined by  
27                  Government Code §71804.

28  
29                  (2) After September 15, 2003 each representative of a trial court shall have a  
30                  number of votes equal to the number of court interpreter pro tempore  
31                  employees in that trial court as defined by Government Code §71804.

32  
33                  (3) On July 1, 2004 and annually thereafter each Regional Court Interpreter  
34                  Employment Relations Committee must recalculate the number of votes of  
35                  each representative of a trial court to equal the number court interpreter  
36                  pro tempore employees in that trial court.

37  
38                  (e) [Administrative Office of the Courts] The Administrative Office of the Courts  
39                  will support each Regional Court Interpreter Employment Relations Committee  
40                  in performing its' functions.

Rule 6.662 of the California Rules of Court is adopted, effective March 1, 2003, to read:

**Rule 6.662. Cross-Assignments for Court Interpreter Employees**

**(a) [Purpose]** Under Government Code section 71804.5(b) court interpreters employed by a superior court are not permitted to be employees of more than one court. The purpose of this rule is to implement a process for cross-assignment of a court interpreter employed by a superior court pursuant to Government Code section 71810 (b). A court interpreter employed by a superior court is prohibited from contracting with another court unless cross-assigned by their employing court.

**(b) [Definitions]** As used in this rule:

(1) (*Home court*) “Home court” means as the superior court in which the court interpreter is an employee.

(2) (*Away court*) “Away court” means as the superior court in which the court interpreter is assigned.

(3) (*Cross-assignment*) “Cross-assignment” means any assignment to perform spoken language interpretation outside the court interpreter’s home court.

(4) (*Regional court interpreter coordinator*) “Regional court interpreter coordinator” means an employee of the Administrative Office of the Courts whose duty it is to locate, assign, and schedule available court interpreter employees for courts within and across regions.

(5) (*Local court interpreter coordinator*) “Local court interpreter coordinator” means an employee of a superior court whose duty it is to locate, assign, and schedule available court interpreter employees for his or her court.

**(c) [Procedure for Cross-Assignments]**

(1) A superior court must attempt to fill an interpreting assignment with its own employee or the employee of a court within its region before hiring an independent contract court interpreter.

(2) If a superior court cannot fill an interpreting assignment with a court interpreter employee from its own court, the court must notify the Regional Court Interpreter Coordinator to locate an employee of a court within or across regions.

1  
2       (3) Each local court interpreter coordinator must provide the schedule of each  
3       court interpreter employee available for cross-assignment to their Regional  
4       Court Interpreter Coordinator.

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6       (4) A superior court may adopt additional procedures for cross-assigning a  
7       court interpreter employee that are not inconsistent with Government Code  
8       section 71810 and this rule.

9  
10      **(d) [Payment for Cross Assignments]** The home court must pay the court  
11      interpreter for all away court assignments, including, but not limited to, per diem  
12      compensation and mileage reimbursement, subject to reimbursement from the  
13      Administrative Office of the Courts.

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15      **(e) [Duties of a Court Interpreter on Cross-Assignment]**

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17      (1) A court interpreter who accepts a cross-assignment is required to appear  
18      for that cross-assignment.

19  
20      (2) A court interpreter who accepts a cross-assignment and fails to appear may  
21      be disciplined by his or her home court for failure to appear for that cross-  
22      assignment.

23  
24      (3) A court interpreter who accepts a cross-assignment is responsible for  
25      following the personnel rules of his or her home court while performing  
26      services for the away court.



Rule 984.3 of the California Rules of Court is amended, effective March 1, 2003, to read:

**Rule 984.3. Reports on appointments of certified and registered interpreters and noncertified interpreters in courts**

Each trial court shall report to the Judicial Council on:

- (1) the appointment of certified and registered interpreters, pursuant to Government Code §71802; and
- (2) the appointment of noncertified interpreters of languages designated under Government Code section 68562(a), and registered and nonregistered interpreters of nondesignated languages, as required by the Semi-annual Report to the Judicial Council on the Use of Noncertified Interpreters (forms INT-1 and INT-2)

## Senate Bill No. 371

### CHAPTER 1047

An act to add Chapter 7.5 (commencing with Section 71800) to Title 8 of the Government Code, relating to courts.

[Approved by Governor September 28, 2002. Filed  
with Secretary of State September 28, 2002.]

#### LEGISLATIVE COUNSEL'S DIGEST

SB 371, Escutia. Courts: interpreters.

Existing law sets forth the provisions and procedures governing employer-employee relations for the trial courts, as specified.

This bill would establish the Trial Court Interpreter Employment and Labor Relations Act setting forth provisions and procedures governing the employment and compensation of certified and registered trial court interpreters, and court interpreters pro tempore, employed by the trial courts, as specified.

The bill would impose a state-mandated local program by requiring new duties of the trial courts with respect to employer-employee relations regarding court interpreters.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement, including the creation of a State Mandates Claims Fund to pay the costs of mandates that do not exceed \$1,000,000 statewide and other procedures for claims whose statewide costs exceed \$1,000,000.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

*The people of the State of California do enact as follows:*

SECTION 1. The Legislature finds and declares as follows:

(a) Court interpreters provide constitutionally mandated sign and spoken language services to the court, attorneys, defendants, victims, and witnesses in trial court proceedings. These services are vital to ensuring access and fairness in the trial courts. The purpose of this act is to provide for the fair treatment of court interpreters, to enhance access to the court system for persons who depend upon the services of interpreters, and to promote sound court management.



(b) The intent of the Legislature is to provide that the trial courts shall make an orderly transition from relying on independent contractors to using employees for interpretation services. Accordingly, this act provides for a transition period of up to two years during which the trial courts shall hire as employees court interpreters pro tempore who shall perform work as needed on a per diem basis. After the transition period, the trial courts may continue to employ court interpreters pro tempore as well as create other interpreter classifications.

SEC. 2. Chapter 7.5 (commencing with Section 71800) is added to Title 8 of the Government Code, to read:

CHAPTER 7.5. TRIAL COURT INTERPRETER EMPLOYMENT AND LABOR  
RELATIONS ACT

71800. This chapter shall be known and may be cited as the Trial Court Interpreter Employment and Labor Relations Act.

71801. For purposes of this chapter, the following definitions shall apply:

(a) “Certified interpreter” and “registered interpreter” have the same meanings as in Article 4 (commencing with Section 68560) of Chapter 2. This chapter does not apply to sign language interpreters.

(b) “Cross-assign” and “cross-assignment” refer to the appointment of a court interpreter employed by a trial court to perform spoken language interpretation services in another trial court, pursuant to Section 71810.

(c) “Employee organization” means a labor organization that has as one of its purposes representing employees in their relations with the trial courts.

(d) “Mediation” means effort by an impartial third party to assist in reconciling a dispute regarding wages, hours, and other terms and conditions of employment between representatives of the trial court or regional court interpreter committee and the recognized employee organization through interpretation, suggestion, and advice.

(e) “Meet and confer in good faith” means that a trial court or regional court interpreter committee or those representatives it may designate, and representatives of a recognized employee organization, shall have the mutual obligation personally to meet and confer promptly upon request by either party and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals, and to endeavor to reach agreement on matters within the scope of representation. The process shall include adequate time for the resolution of impasses where specific procedures for resolution are



contained in this chapter, or when the procedures are used by mutual consent.

(f) “Personnel rules,” “personnel policies, procedures, and plans,” and “rules and regulations” mean policies, procedures, plans, rules, or regulations adopted by a trial court or its designee pertaining to conditions of employment of trial court employees, subject to meet and confer in good faith.

(g) “Recognized employee organization” means an employee organization that has been formally acknowledged to represent the court interpreters employed by the trial courts in a region, pursuant to this chapter.

(h) “Regional court interpreter employment relations committee” means the committee established pursuant to Section 71807.

(i) “Regional transition period” means the period from January 1, 2003, to January 1, 2005, inclusive, except that the transition period for the region may be terminated earlier by a memorandum of understanding or agreement between the regional court interpreter employment relations committee and a recognized employee organization.

(j) “Transfer” means transfer within the trial court as defined in the trial court’s personnel policies, procedures, and plans, subject to meet and confer in good faith.

(k) “Trial court” means the supreme court in each county.

71802. (a) On and after July 1, 2003, trial courts shall appoint trial court employees, rather than independent contractors, to perform spoken language interpretation of trial court proceedings. An interpreter may be an employee of the trial court or an employee of another trial court on cross-assignment.

(b) Notwithstanding subdivision (a), a trial court may appoint an independent contractor to perform spoken language interpretation of trial court proceedings if one or more of the following circumstances exists:

(1) An interpreter who is not registered or certified is appointed on a temporary basis pursuant to Rule 984.2 of the California Rules of Court.

(2) The interpreter is over 60 years of age on January 1, 2003, or the sum of the interpreter’s age in years on January 1, 2003, and the number of years the interpreter has provided services to the trial courts as an independent contractor prior to January 1, 2003, is equal to or greater than 70, the interpreter has provided services to the trial courts as an independent contractor prior to January 1, 2003, and the interpreter requests in writing prior to March 1, 2003, the opportunity to perform services for the trial court as an independent contractor rather than as an employee.

(3) The interpreter is paid directly by the parties to the proceeding.



(4) The interpreter has performed services for the trial courts as an independent contractor prior to January 1, 2003, the interpreter notifies the trial court in writing prior to March 1, 2003, that the interpreter is precluded from accepting employment because of the terms of an employment contract with a public agency or the terms of a public employee retirement program, the interpreter provides supporting documentation, and the interpreter requests in writing the opportunity to perform services for the trial court as an independent contractor rather than an employee.

(c) Notwithstanding subdivisions (a) and (b), and unless otherwise provided in a memorandum of understanding or agreement with a recognized employee organization, a trial court may also appoint an independent contractor on a day-to-day basis to perform spoken language interpretation of trial court proceedings if all of the following circumstances exist:

(1) The trial court has assigned all the available employees and independent contractors appointed pursuant to paragraphs (2) and (4) of subdivision (b) in the same language pair and has need for additional interpreters. Employees and independent contractors who are appointed pursuant to paragraphs (2) and (4) of subdivision (b) shall be given priority for assignments over independent contractors who are appointed pursuant to this subdivision.

(2) The interpreter has not previously been appointed as an independent contractor by the same trial court on more than 100 court days or parts of court days during the same calendar year, except that the trial court may continue to appoint an independent contractor on a day-to-day basis to complete a single court proceeding, if the trial court determines that the use of the same interpreter to complete that proceeding is necessary to provide continuity. An interpreter who has been appointed by a trial court as an independent contractor pursuant to this subdivision on more than 45 court days or parts of court days during the same calendar year shall be entitled to apply for employment by that trial court as a court interpreter pro tempore and the trial court may not refuse to offer employment to the interpreter, except for cause. For purposes of this section, “for cause” means a fair and honest cause or reason regulated by good faith on the part of the party exercising the power.

(3) The trial court does not provide independent contractors appointed pursuant to this subdivision with lesser duties or more favorable working conditions than those to which a court interpreter pro tempore employed by that trial court would be subject for the purpose of discouraging interpreters from applying for pro tempore employment with the trial court. The trial court is not required to apply the employee



training, disciplinary, supervisory, and evaluation procedures of the trial court to any independent contractor.

(d) Only registered and certified interpreters may be hired by a trial court as employees to perform spoken language interpretation of trial court proceedings. Interpreters who are not certified or registered may be assigned to provide services as independent contractors only when certified and registered interpreters are unavailable and the good cause and qualification procedures and guidelines adopted by the Judicial Council pursuant to subdivision (c) of Section 68561 have been followed.

(e) A trial court that has appointed independent contractors pursuant to paragraph (1) of subdivision (b) or to subdivision (c) for a language pair on more than 60 court days or parts of court days in the prior 180 days shall provide public notice that the court is accepting applications for the position of court interpreter pro tempore for that language pair and shall offer employment to qualified applicants.

(f) Unless the parties to the dispute agree upon other procedures after the dispute arises, or other procedures are provided in a memorandum of understanding or agreement with a recognized employee organization, disputes concerning a violation of this section shall be submitted for binding arbitration to the California State Mediation and Conciliation Service.

71803. (a) In each trial court, there shall be a new employee classification entitled “court interpreter pro tempore” to perform simultaneous and consecutive interpretation and sight translation in spoken languages for the trial courts. Unless otherwise provided in a memorandum of understanding or agreement with a recognized employee organization, all of the following applies to employees in this classification:

(1) They shall be appointed by the trial court to perform work on an as needed basis.

(2) They shall be paid on a per diem basis for work performed.

(3) They are not required to receive health, pension, or paid leave benefits.

(b) Court interpreters pro tempore may accept appointments to provide services in other trial courts pursuant to Section 71810.

(c) Unless otherwise provided in a memorandum of understanding or agreement with a recognized employee organization, no rules and regulations or personnel rules shall limit the number of hours or days court interpreters pro tempore are permitted to work.

71804. (a) Each trial court shall offer to employ as a court interpreter pro tempore each interpreter who meets all of the following criteria:



- (1) The interpreter is certified or registered.
  - (2) The interpreter has provided services to the same trial court as an independent contractor on at least either:
    - (A) Thirty court days or parts of court days in both calendar year 2001 and calendar year 2002.
    - (B) Sixty court days or parts of court days in calendar year 2002.
  - (3) The interpreter has applied for the position of court interpreter pro tempore prior to July 1, 2003, and has complied with reasonable requirements for submitting an application and providing documentation.
  - (4) The interpreter's application is not rejected by the trial court for cause.
    - (b) Each trial court shall begin accepting applications for court interpreters pro tempore by no later than May 1, 2003. Court interpreters who qualify for employment pursuant to this section shall receive offers of employment within 30 days after an application is submitted. Applicants shall have at least 15 days to accept or reject an offer of employment. The hiring process for applicants who accept the offer of employment shall be completed within 30 days after acceptance, but the trial court need not set employment to commence prior to July 1, 2003.
    - (c) For purposes of this section, "for cause" means a fair and honest cause or reason regulated by good faith on the part of the party exercising the power.
    - (d) Disputes about whether this section has been violated during the regional transition period shall be resolved by binding arbitration. Unless the parties to the dispute agree upon other procedures after the dispute arises, or other procedures are provided in a memorandum of understanding or agreement with a recognized employee organization, the dispute shall be submitted for arbitration to the California State Mediation and Conciliation Service.
- 71804.5. (a) After a trial court has considered applications under Section 71804, the trial court may hire additional court interpreters pro tempore pursuant to the personnel rules of the trial court.
- (b) A court interpreter pro tempore may not be an employee of more than one trial court, but may accept appointments to provide services to more than one trial court through cross-assignments.
71805. (a) Until the conclusion of the regional transition period, all interpreters who are employed by a trial court shall be classified as court interpreters pro tempore, except as provided in Section 71828, unless otherwise provided in a memorandum of understanding or agreement with a recognized employee organization.
- (b) This chapter does not require trial courts to alter their past practices regarding the assignment of interpreters. If an interpreter had



a regular assignment for the trial court as an independent contractor prior to the effective date of this chapter, nothing in this chapter shall prohibit the trial court from continuing to appoint the same interpreter to the same assignment as a court interpreter pro tempore during the regional transition period.

(c) During the regional transition period, the existing statewide per diem pay rate may not be reduced, and the existing statewide compensation policies set by the Judicial Council shall be maintained, unless otherwise provided in a memorandum of understanding or agreement with a recognized employee organization. The per diem pay rate and compensation policies shall apply to court interpreters pro tempore.

(d) Court interpreters pro tempore are not subject to disciplinary action during the regional transition period, except for cause.

(e) For purposes of this section, “for cause” means a fair and honest cause or reason regulated by good faith on the part of the party exercising the power.

(f) During the regional transition period, a trial court may not retaliate or threaten to retaliate against a court interpreter or applicant for interpreter employment because of the individual’s membership in an interpreter association or employee organization, participation in any grievance, complaint, or meet and confer activities, or exercise of rights under this chapter, including by changing past practices regarding assignments, refusing to offer work to an interpreter, altering working conditions, or otherwise coercing, harassing, or discriminating against an applicant or interpreter.

(g) Disputes about whether this section has been violated shall be resolved by binding arbitration. Unless the parties to the dispute agree upon other procedures after the dispute arises, or other procedures are provided in a memorandum of understanding or agreement with a recognized employee organization, the dispute shall be submitted for arbitration to the California State Mediation and Conciliation Service.

71806. (a) At the conclusion of the regional transition period, trial courts in the region may employ certified and registered interpreters to perform spoken language interpretation for the trial courts in full-time or part-time court interpreter positions created by the trial courts with the authorization of the regional committee and subject to meet and confer in good faith. The courts may also continue to employ court interpreters pro tempore.

(b) For purposes of hiring interpreters for positions other than court interpreter pro tempore, unless otherwise provided in a memorandum of understanding or agreement with a recognized employee organization, trial courts shall consider applicants in the following order of priority:





(1) Court interpreters pro tempore in the same language who have performed work for that trial court for at least 150 court days or parts of court days during each of the past five years, including time spent performing work for the trial court as an independent contractor.

(2) Court interpreters pro tempore in the same language who have performed work for that trial court for at least 60 court days or parts of court days in each of the past five years, including time spent performing work for the trial court as an independent contractor.

(3) Court interpreters pro tempore in the same language who have performed work for that trial court for at least 60 court days or parts of court days in at least two of the past four years, including time spent as an independent contractor.

(4) Other applicants.

(c) A trial court may not reject an applicant in favor of an applicant with lower priority except for cause.

(d) For purposes of this section, “for cause” means a fair and honest cause or reason regulated by good faith on the part of the party exercising the power.

(e) Applicants may be required to provide sufficient documentation to establish that they are entitled to priority in hiring. Trial courts shall make their records of past assignments available to interpreters for purposes of obtaining that documentation.

(f) Disputes about whether this section has been violated shall be resolved by binding arbitration. Unless the parties to the dispute agree upon other procedures after the dispute arises, or other procedures are provided in a memorandum of understanding or agreement with a recognized employee organization, the dispute shall be submitted for arbitration to the California State Mediation and Conciliation Service.

(g) Subdivision (b) shall become inoperative on January 1, 2007, unless otherwise provided by a memorandum of understanding or agreement with a recognized employee organization, and on and after that time hiring shall be in accordance with the personnel rules of the trial court.

71807. (a) For purposes of developing regional terms and conditions of employment for court interpreters and for collective bargaining with recognized employee organizations, the trial courts are divided into four regions, as follows:

(1) Region 1: Los Angeles, Santa Barbara, and San Luis Obispo Counties.

(2) Region 2: Counties of the First and Sixth Appellate Districts, except Solano County.

(3) Region 3: Counties of the Third and Fifth Appellate Districts.

(4) Region 4: Counties of the Fourth Appellate District.



(b) The Judicial Council shall adopt rules for the creation and operation of a regional court interpreter employment relations committee for each region, composed of representatives chosen by the trial courts within the region.

(c) The Judicial Council may divide each region into smaller subregions for purposes of coordinating the cross-assignment of court interpreters.

71808. The regional court interpreter employment relations committee shall set terms and conditions of employment for court interpreters within the region, subject to meet and confer in good faith. These terms and conditions of employment, when adopted by the regional committee, shall be binding on the trial courts within the region. Compensation shall be uniform throughout the region. Unless otherwise provided in a memorandum of understanding or agreement with a recognized employee organization, other terms and conditions of employment shall be uniform throughout the region, except that health and welfare and pension benefits may be the same as those provided to other employees of the same trial court.

71809. The regional court interpreter employment relations committee shall act as the representative of the trial courts within the region in bargaining with a recognized employee organization. A memorandum of understanding or agreement ratified by the regional court interpreter employment relations committee shall be considered a binding agreement with each trial court within the region.

71810. (a) A court interpreter pro tempore employed by a trial court may accept appointments to provide services to other trial courts.

(b) The Judicial Council shall adopt procedures to facilitate the efficient cross-assignment of court interpreters.

(c) Based on an assessment of interpreter use and current practices, trial courts may create new employee positions for court interpreters to perform spoken language interpretation for the trial courts in classifications other than court interpreter pro tempore. Some of these positions may include, as part of the duties of the position, the requirement that the interpreter accept cross-assignments, as defined in Section 71801, under procedures adopted by the Judicial Council, and some positions may make the acceptance of cross-assignments optional. Court interpreters pro tempore, and other interpreters who have not accepted employment in a position requiring the interpreter to accept cross-assignments, may not be disciplined for declining a cross-assignment.

(d) The impact of cross-assignments shall be included within the scope of representation as those matters affect wages, hours, and terms and conditions of employment of court interpreters. The regional court



interpreter employment relations committee shall be required to meet and confer in good faith with respect to that impact.

(e) A court interpreter on cross-assignment shall be treated for purposes of compensation, employee benefits, seniority, and discipline and grievance procedures, as having performed the services in the trial court in which the interpreter is employed.

(f) Court interpreters on cross-assignment shall be reimbursed for mileage and other travel expenses at the same rates as other judicial branch employees.

71811. Except as provided in this chapter, or by a memorandum of understanding or agreement with a recognized employee organization, court interpreters who are employed by a trial court shall be subject to the same personnel rules as other employees of the trial court, subject to meet and confer in good faith.

71812. Except as provided in this chapter, or by a memorandum of understanding or agreement with a recognized employee organization, each trial court may control the manner and means of the work performed by court interpreters employed by the trial court and may hire, supervise, discipline, and terminate employment of those court interpreters in accordance with the personnel rules of the trial court, including applicable employee protections and dispute resolution mechanisms.

71812.5. (a) Court interpreters employed by the trial courts shall be permitted to engage in outside employment or enterprises, except where that activity would violate the professional conduct requirements set forth in Rule 984.4 of the California Rules of Court, would interfere with the employee's performance of his or her duties for the trial courts, or would be incompatible, inconsistent, or in conflict with the duties performed by the employee for the trial courts.

(b) Unless the parties consent, an interpreter may not be appointed by the trial court to interpret in a proceeding after having previously interpreted on behalf of one of the parties, rather than on behalf of the court, in that same matter. An interpreter shall disclose that type of prior involvement to the trial court.

(c) An interpreter employed by a trial court is prohibited from doing any of the following:

(1) Receiving or accepting, directly or indirectly, a gift, including money, service, gratuity, favor, entertainment, hospitality, loan, or any other thing of value from anyone who is doing or seeking to do business of any kind with the trial court or whose activities are regulated or controlled in any way by the trial court, under circumstances from which it reasonably could be inferred that the gift was intended to influence the employee in the performance of his or her official duties or was intended as a reward for official action of the employee.



(2) Using confidential information acquired by virtue of trial court employment for the employee's private gain or advantage, or for the private gain or advantage of another, or to the employer's detriment.

(3) Using trial court facilities, equipment, or supplies for personal gain or advantage or for the private gain or advantage of another.

(4) Using the prestige or influence of trial court office or employment for personal gain or advantage or advantage of another.

(5) Using the trial court's electronic mail facilities to communicate or promote personal causes or gain.

71813. Except as otherwise provided by statute, court interpreters employed by the trial courts shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations. Court interpreters employed by the trial courts also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the trial courts.

71814. (a) Notwithstanding any other provision of law, rule, or regulation, an agency shop agreement may be negotiated between a regional court interpreter employment relations committee and a recognized employee organization. As used in this chapter, "agency shop" means an arrangement that requires an employee, as a condition of continued employment, either to join the recognized employee organization, or to pay the organization a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of that organization for the duration of the agreement or for a period of three years from the effective date of the agreement, whichever comes first. However, any employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting recognized employee organizations may not be required to join or financially support any recognized employee organization as a condition of employment. That employee may be required, in lieu of periodic dues, initiation fees, or agency shop fees to pay sums equal to those dues, initiation fees, or agency shop fees to a nonreligious, nonlabor charitable organization fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee from a list of at least three funds, designated in a memorandum of understanding or agreement between the regional committee and the recognized employee organization, or if the memorandum of understanding or agreement fails to designate any funds, then to any fund chosen by the employee. Proof of those payments shall be made on a monthly basis to the trial court as a condition of



continued exemption from the requirement of financial support to the recognized employee organization.

(b) An agency shop provision in a memorandum of understanding or agreement which is in effect may be rescinded by a majority vote of all the employees in the unit covered by the memorandum of understanding or agreement, if all of the following are satisfied:

(1) A request for the vote is supported by a petition containing the signatures of at least 30 percent of the employees in the unit.

(2) The vote is by secret ballot.

(3) The vote is taken at any time during the term of the memorandum of understanding or agreement. No more than one vote may be taken during that term.

(c) In addition to the procedure prescribed in subdivision (a), an agency shop arrangement between the regional court interpreter employment relations committee and a recognized employee organization or recognized employee organizations shall be placed in effect upon (1) a signed petition of at least 30 percent of the employees in the applicable bargaining unit requesting an agency shop agreement and an election to implement an agency fee arrangement, and (2) the approval of a majority of employees who cast ballots and vote in a secret ballot election in favor of the agency shop agreement. An election under this subdivision may not be held more frequently than once a year, and shall be conducted by the Division of Conciliation of the Department of Industrial Relations in the event the regional court interpreter employment relations committee and the recognized employee organization cannot agree within 10 days from the filing of a petition to select jointly a neutral person or entity to conduct the election. The recognized employee organization shall hold the regional court interpreter employment relations committee and the trial courts harmless and defend and indemnify the regional court interpreter employment relations committee and trial courts regarding the application of any agency shop requirements or provisions, including, but not limited to, improper deduction of fees, maintenance of records, and improper reporting.

(d) Notwithstanding subdivisions (a), (b), and (c), the regional court interpreter employment relations committee and the recognized employee organization may negotiate, and by mutual agreement provide for, an alternative procedure or procedures regarding a vote on any agency shop agreement.

(e) An agency shop agreement may not apply to management, confidential, or supervisory employees.

(f) Every recognized employee organization that has agreed to an agency shop provision, or is a party to an agency shop arrangement, shall



keep an adequate itemized record of its financial transactions and shall make available annually, to the regional court interpreter employment relations committee with which the agency shop provision was negotiated, and to the employees who are members of the organization, within 60 days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant. An employee organization required to file financial reports under the federal Labor-Management Reporting and Disclosure Act of 1959 (Griffin-Landrum Act), covering employees governed by this chapter or required to file financial reports under Section 3546.5, may satisfy the financial reporting requirement of this section by providing the trial court with a copy of those financial reports.

71815. A recognized employee organization shall have the right to represent its members in their employment relations with the trial courts as to matters covered by this chapter. Employee organizations may establish reasonable restrictions regarding who may join and may make reasonable provisions for the dismissal of individuals from membership. Nothing in this chapter shall prohibit any employee from appearing on his or her own behalf regarding employment relations.

71816. (a) The scope of representation shall include all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment. However, the scope of representation may not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.

(b) In view of the unique and special responsibilities of the trial courts in the administration of justice, decisions regarding any of the following matters may not be included within the scope of representation:

- (1) The merits and administration of the trial court system.
- (2) Coordination, consolidation, and merger of trial courts and support staff.
- (3) Automation, including, but not limited to, fax filing, electronic recording, and implementation of information systems.
- (4) Design, construction, and location of court facilities.
- (5) Delivery of court services.
- (6) Hours of operation of the trial courts and trial court system.

(c) The impact from matters in subdivision (b) shall be included within the scope of representation as those matters affect wages, hours, and terms and conditions of employment of court interpreters. The regional court interpreter employment relations committee shall be required to meet and confer in good faith with respect to that impact.



(d) The trial courts have the right to determine assignments and transfers of court interpreters, provided that the process, procedures, and criteria for assignments and transfers are included within the scope of representation.

71817. (a) Except in cases of emergency, as provided in this section, the regional court interpreter employment relations committee shall give reasonable written notice to a recognized employee organization affected by any rule, practice, or policy directly relating to matters within the scope of representation proposed to be adopted by the regional court interpreter employment relations committee, and shall give that recognized employee organization the opportunity to meet with the committee.

(b) In cases of emergency when the regional court interpreter employment relations committee determines that any rule, policy, or procedure must be adopted immediately without prior notice or meeting with a recognized employee organization, the regional court interpreter employment relations committee shall provide a notice and opportunity to meet at the earliest practicable time following the adoption of the rule, policy, or procedure.

71818. The regional court interpreter employment relations committee, or those representatives as it may designate, shall meet and confer in good faith regarding wages, hours, and other terms and conditions of employment within the scope of representation, as defined in this chapter, with representatives of the recognized employee organizations, and shall consider fully the presentations that are made by the recognized employee organization on behalf of its members prior to arriving at a determination of policy or course of action.

71819. If agreement is reached by the representatives of the regional court interpreter employment relations committee and a recognized employee organization, they shall jointly prepare a written memorandum of understanding or agreement, which is not binding, and present it to the regional court interpreter employment relations committee or its designee for ratification.

71820. If after a reasonable period of time, representatives of the regional court interpreter employment relations committee and the recognized employee organization fail to reach agreement, the regional court interpreter employment relations committee and the recognized employee organization together may agree upon the appointment of a mediator mutually agreeable to the parties. Costs of mediation, if any, shall be divided one-half to the trial courts within the region and one-half to the recognized employee organization.

71821. The trial courts shall allow a reasonable number of court interpreter employee representatives of a recognized employee





organization reasonable time off, without loss of compensation or other benefits, when formally meeting and conferring with representatives of the regional court interpreter employment relations committee on matters within the scope of representation.

71822. The trial courts, the regional court interpreter employment relations committee, and employee organizations may not interfere with, intimidate, restrain, coerce, harass, or discriminate against applicants for interpreter employment or interpreter employees because of their membership in an interpreter association or employee organization, because of their participation in any grievance, complaint, or meet and confer activities, or for the exercise of any other rights granted to interpreter employees under this chapter.

71823. (a) On or before April 1, 2003, the regional court interpreter employment relations committee shall adopt reasonable rules and regulations for the administration of employer-employee relations under this chapter, which shall be binding on the trial courts within the region. These rules shall include provisions for all of the following:

(1) Verification that an organization represents employees of the trial courts within the applicable region.

(2) Verification of the official status of employee organization officers and representatives.

(3) Registration of employee organizations and recognition of these organizations as representatives of interpreters employed by the trial courts in the region.

(4) Establishment of a single, regional bargaining unit of all court interpreters employed by the trial courts in the region, including court interpreters pro tempore.

(5) Recognition of an employee organization as the exclusive representative of all court interpreters employed by the trial courts in the region, subject to the right of a court interpreter to represent himself or herself, as provided in Section 71813, upon either of the following:

(A) Presentation of a petition or cards with the signatures of 50 percent plus one of the court interpreters employed by the trial courts in the region during the payroll period immediately prior to the presentation of the cards or petition, including court interpreters pro tempore, regardless of whether they have been appointed to interpret during that payroll period, if they have worked for the trial courts as independent contractors or employees for at least 15 days in the six months prior to the filing of the petition or cards with those signatures having been obtained within one year prior to presentation of the petition or cards. A signature shall be valid even if the interpreter was not yet an employee at the time the petition or card was signed if the interpreter had previously performed work for the trial courts as an independent





contractor, provided that the signature was obtained no more than 90 days before the interpreter became an employee. The results of a request for recognition under this provision shall be certified within 10 days after presentation of the cards or petition.

(B) Receipt by the employee organization of 50 percent plus one of the votes cast at a secret ballot representation election conducted by mail. A representation election shall be held within 30 days after presentation of a 30-percent or greater showing of interest from employees eligible to vote in the representation election by means of a petition or cards supported by signatures obtained within one year prior to the presentation of the petitions or cards. A signature shall be valid even if the interpreter was not yet an employee at the time the petition or card was signed if the interpreter had previously performed work for the trial courts as an independent contractor, provided that the signature was obtained no more than 90 days before the interpreter became an employee. All certified and registered interpreters employed by the trial courts in the payroll period immediately prior to the election, including court interpreters pro tempore, shall be eligible to vote in the election, regardless of whether they have been appointed to interpret during that payroll period, so long as they have worked for the trial courts as independent contractors or employees for at least 15 days in the six months prior to the filing of the petition or cards. A list of eligible voters shall be provided to the employee organization within 10 days after submission of the petition or cards. Certification of the results of a representation election shall occur within 30 days after the election is concluded.

(6) Procedures for the resolution of disputes involving wages, hours, and other terms and conditions of employment.

(7) Access of employee organization officers and representatives to work locations.

(8) Use of official bulletin boards and other means of communication by employee organizations.

(9) Furnishing nonconfidential information pertaining to employment relations to an employee organization.

(10) Revocation of recognition of an employee organization formally recognized as majority representative pursuant to a vote of the employees by a majority vote of the employees only after a period of not less than 12 months following the date of recognition. A vote shall be requested by a petition or cards signed by at least 30 percent of the employees within the bargaining unit, with those signatures having been obtained within one year prior to presentation of the petition or cards.

(11) Any other matters that are necessary to carry out the purposes of this chapter.



(b) If there is a recognized employee organization in the region, the regional court interpreter employment relations committee may amend the reasonable rules and regulations adopted pursuant to subdivision (a) by adopting reasonable rules and regulations, after meeting and conferring in good faith, for the administration of employer-employee relations under this chapter, which shall be binding on the trial courts within the region.

71824. A court interpreter may authorize a dues deduction from his or her salary or wages in the same manner provided to public agency employees pursuant to Section 1157.1, 1157.2, 1157.3, 1157.4, 1157.5, or 1157.7.

71825. (a) Each regional court interpreter employment relations committee shall adopt a procedure to be used as a preliminary step before petitioning the superior court for relief pursuant to subdivision (b) or (c). The procedure may be mediation, arbitration, or a procedure before an administrative tribunal, such as the procedure established pursuant to Sections 71653 and 71654 for review of the decision of the hearing officer in evidentiary due process hearings. The establishment of the procedure shall be subject to the obligation to meet and confer in good faith. However, nothing in this section shall prohibit a party from seeking provisional relief, such as a stay, in any case in which provisional relief would otherwise be appropriate.

(b) Notwithstanding Sections 1085 and 1103 of the Code of Civil Procedure requiring the issuance of a writ to an inferior tribunal, and except as required pursuant to Section 5 of Article VI of the California Constitution, any agreements reached pursuant to negotiations held pursuant to this chapter are binding on the parties and may be enforced by petitioning the superior court for relief pursuant to Section 1085 or 1103 of the Code of Civil Procedure.

(c) Notwithstanding Sections 1085 and 1103 of the Code of Civil Procedure requiring the issuance of a writ to an inferior tribunal, if a regional court interpreter employment relations committee, a trial court, a court interpreter employed by a trial court, or an employee organization believes there has been a violation of this chapter, that party may petition the superior court for relief.

(d) The hearing and appeal process shall be governed by the rules of court adopted by the Judicial Council pursuant to Section 71639.1.

(e) A complete alternative to the procedure outlined in subdivisions (b), (c), and (d) may be provided for by mutual agreement between a regional court interpreter employment relations committee and representatives of a recognized employee organization.



(f) A court decision interpreting or applying this chapter is not binding in cases or proceedings arising under Chapter 10 (commencing with Section 3500) of Division 4 of Title 1.

71826. (a) The enactment of this chapter may not be construed as making Section 923 of the Labor Code applicable to court interpreters.

(b) Court interpreters and the trial courts are not covered by Chapter 10 (commencing with Section 3500) of Division 4 of Title 1, or any subsequent changes thereto except as provided in this chapter. However, if the language of this chapter is the same or substantially the same as that contained in Chapter 10 (commencing with Section 3500) of Division 4 of Title 1, it shall be interpreted and applied in accordance with the judicial interpretations of the same language.

71827. If any provision of this chapter, or the application thereof, to any person or circumstances, is held invalid, the invalidity may not affect other provisions or application of the chapter that can be given effect without the invalid provisions or application and, to this end the provisions of this chapter are severable.

71828. (a) This chapter does not apply to trial courts in Solano and Ventura Counties. Labor and employment relations for court interpreters employed by trial courts in Solano and Ventura Counties shall remain subject to the Trial Court Employment Protection and Governance Act, Chapter 7 (commencing with Section 71600), and nothing in this chapter shall be construed to affect the application of the Trial Court Employment Protection and Governance Act, Chapter 7 (commencing with Section 71600), to court interpreters employed by those counties.

(b) If an interpreter employed by a trial court in a different county accepts a temporary appointment to perform services for a trial court in the Solano or Ventura County, the interpreter shall be treated for purposes of compensation, employee benefits, seniority, and discipline and grievance procedures, as having performed the services in the trial court in which the interpreter is employed.

(c) If an interpreter employed by a trial court in Solano or Ventura County accepts a temporary appointment to perform services for another trial court, the interpreter shall be treated for purposes of compensation, employee benefits, seniority, and discipline and grievance procedures, as having performed the services in the trial court in which the interpreter is employed.

(d) This chapter also does not apply to court interpreters who have been continuously employed by a trial court in any county beginning prior to September 1, 2002, and who are covered by a memorandum of understanding or agreement entered into pursuant to the Trial Court Employment Protection and Governance Act, Chapter 7 (commencing with Section 71600) and to future employees hired in the same positions



as replacements for those employees. Trial courts may not reduce the wages and benefits of other interpreters hired as employees prior to December 31, 2002, during the regional transition period or during the term of an existing contract, whichever is longer.

71829. The trial courts shall provide to the Judicial Council on or before March 1, 2003, a list of certified and registered court interpreters appointed by the trial courts as independent contractors between January 1, 2002, and January 1, 2003, including the number of court days or parts of court days those interpreters have been appointed by each trial court during that year and each of the prior four years. The Judicial Council shall provide this list to registered employee organizations.

SEC. 3. Notwithstanding Section 17610 of the Government Code, if the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code. If the statewide cost of the claim for reimbursement does not exceed one million dollars (\$1,000,000), reimbursement shall be made from the State Mandates Claims Fund.

